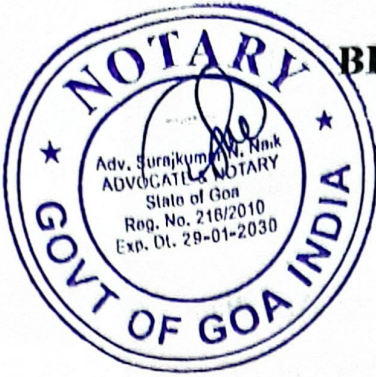




BEFORE NATIONAL GREEN TRIBUNAL

ZONAL BENCH PUNE

APPEAL NO. 594 OF 2025(WZ)

Rio-De-Goa Co-op. Housing Society Ltd.

...Appellant

v/s

The Goa State Pollution Control Board & Ors

...Respondents

**AFFIDAVIT IN REJOINDER BY APPELLANT TO REPLY OF
RESPONDENT NO. 2**

I, Dr. Suhani Satej Gaunco Dessai, W/o Satej Gaunco Dessai, residing at G-4, B- Block, Antrix Manor, opp. NSD, Dabolim, A.P. Dabolim, Goa, 403801 Major in age, solemnly affirm as under: -

1. That I am Secretary of Rio De Goa Cooperative Housing Society Ltd., hereinafter referred to as 'the Society', and therefore competent to make this affidavit in rejoinder on behalf of the Society to the Affidavit-in-Reply, hereinafter referred to as 'the reply', made by Mr. Rohit Kothari, the Authorized Signatory of Respondent No. 2 filed on 19.02.2026. I say that apart from the contents of the reply admitted by me hereinafter there is no

Ok

admission by me of any averments or contents of the Reply and the same are denied.

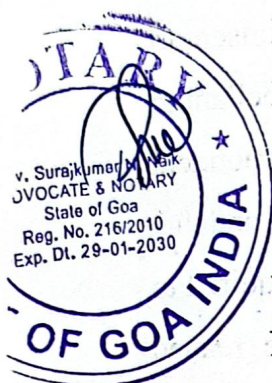
2. With reference to Para 1 to Para 13 of the reply, I offer no comments.

3. With reference to Para 14 of the reply, I state that the Appellant has taken handover at Rio De Goa made by Respondent No. 2 subject to various remarks and observations made by the Appellant on the documents signed by the Appellant in this behalf. Exhibit-A of the reply refers to the key of office room and records that handover will be completed by Respondent No. 2 by 15.04.2023. The second document marked as Exhibit-A of the reply shows that the documents related to STP were not handed over to the Appellant and that a Snag List was submitted by the Appellant to Respondent No. 2. In fact, Respondent No. 2 continued to apply for Consent to Operate and deal with Respondent No. 1 and abruptly stopped seeking renewal of Consent to Operate in April 2025 without any intimation to and discussion with the Appellant. The Appellant has taken over within the meaning of the relevant laws and rules enacted by State of Goa.

4. With reference to Para 15 of the reply, I say that the Appellant has been requesting Respondent No. 2 to expeditiously complete all pending issues relating to handover and to indemnify the Society against prior period work done by Respondent No. 2. This may be seen from the email dated 23.01.2024 from the then Chairman of the Appellant Society at page 285 of the reply and again from the email dated 18.10.2024 at Page 280 of the Reply.

In fact, the Appellant has made an IA being IA No. 2552 of 2024 In Consumer Case No. 66 of 2024 filed by the Appellant Society against Respondent No. 2 before National Consumer Disputes Redressal Commission, New Delhi. At any rate, the Conveyance Deed is not germane to the issue of liability of either party in relation to the appeal filed by the Appellant.

5. With reference to Para 16 of the reply, I say that the Appellant has seen for the first time the email dated 19th November 2024 from Respondent No. 2 to Respondent No. 1. As a matter of fact, the issue relating to STP in Rio-De-Goa arose before Respondent No. 1 with an email dated 17.02.2023. Thereafter, Respondent No. 1 issued various show cause notices and communications to Respondent No. 2. In turn Respondent No. 2 sent reply and communications to Respondent No. 1. All this while, the Appellant was kept out of picture by both Respondent No. 1 as well as Respondent No. 2 in as much as they did not speak to the Appellant at all. Eventually, Respondent No. 1 made an order on Respondent No. 2 on 16.04.2025 and for the first time marked a copy of this order to the Appellant for information. Respondent No. 2 after having taken the responsibility of all compliances vis-à-vis Respondent No. 2 for more than 2 years at the exclusion of the appellant can not now abruptly turn around and say that it was the responsibility of the appellant.
6. With reference to Para 16 of the reply, I say that the appellant has never stated that there was any failure on the part of the Respondent No 2 for deficiencies in installation or maintenance of STP. The contention of the appellant is that in case it is so held



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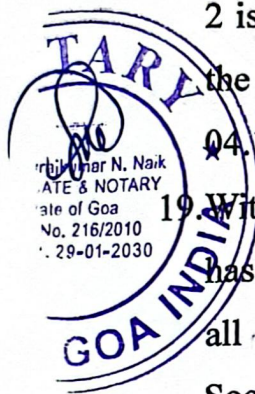
by an appropriate authority, it would be the responsibility of Respondent No. 2 and not the Appellant to set it right or make it good.

7. With reference to Para 17 of the reply, I offer no comment.
8. With reference to Para 18 of the reply, I offer no comment.
9. With reference to Para 19 of the reply, I offer no comment.
10. With reference to Para 20 of the reply, I support the contention of the Respondent No. 2 that with the grant of Consent to operate on 4.10.2024 the issue raised by a resident of the society regarding the operation of STP was resolved but I deny the contention of the Respondent No. 2 that after grant of Consent to operate on 4.10.2024 it became the responsibility of Appellant to seek further renewal. The fact of the matter is that Respondent No 2 kept the Appellant in dark about Consent to operate and that it was obtained on 4.10.2024. Respondent No. 2 was required to make a proper handover to the Appellant of all the related documents including Consent to operate obtained on 04.10.2024.
11. With reference to Para 21 of the reply, I say that Respondent No. 2 kept the Appellant in dark and did not bring the appellant in loop.
12. With reference to Para 22 of the reply, I say that Respondent No. 2 kept the Appellant in dark and did not bring the appellant in loop.
13. With reference to Para 23 of the reply, I say that Respondent No. 2 kept the Appellant in dark and did not bring the appellant in loop. As regards, the document at page 306 of the reply, it is email addressed to the manager of the Appellant society asking him to

contact a staff member of Respondent No. 1 in relation to supposed visit of Rio-De-Goa.

14. With reference to Para 24 of the reply, I say that Respondent No. 2 kept the Appellant in dark and did not bring the appellant in loop.
15. With reference to Para 25 of the reply, I say that Respondent No. 2 kept the Appellant in dark and did not bring the appellant in loop.
16. With reference to Para 26 of the reply, I support the contentions of Respondent No. 2. The complaint herein is an isolated case.
17. With reference to Para 27 of the reply, I offer no comments.
18. With reference to Para 28 of the reply, I say that Respondent No.

2 is required to make a proper handover to the Appellant of all the related documents including Consent to operate obtained on 04.10.2024.



19. With reference to Para 29 of the reply, I say that the Appellant has been requesting Respondent No. 2 to expeditiously complete all pending issues relating to handover and to indemnify the Society against prior period work done by Respondent No. 2. This may be seen from the email dated 23.01.2024 from the then Chairman of the Appellant Society at page 285 of the reply and again from the email dated 18.10.2024 at Page 280 of the Reply. In fact, the Appellant has made an IA being IA No. 2552 of 2024 In Consumer Case No. 66 of 2024 filed by the Appellant Society against Respondent No. 2 before National Consumer Disputes Redressal Commission, New Delhi. At any rate, the Conveyance

Deed is not germane to the issue of liability of either party in relation to the appeal filed by the Appellant.

20. With reference to Para 30 of the reply, I say that Respondent No. 2 is required to make a proper handover to the Appellant of all the related documents including Consent to operate obtained on 04.10.2024.

21. With reference to Para 31 of the reply, I offer no comments.

22. With reference to Para 32 of the reply, I reiterate my submissions in the foregoing paragraphs.

Solemnly affirmed at Goa }
Dated this 05th day of March 2026 }


APPELLANT



Solemnly affirmed before me by
Dr. Sushant Satel
Gaunco Desai
who is identified to me by
Aedhas Card No -
8324 5244 2841
whom I personally know


Adv. Suresh Kumar N. Nalk
NOTARY
STATE OF GOA
36, Ground Floor, Apna Bazar, Bldg.,
VASCO-DA-GAMA, GOA - 403 802
Date : 05/03/2026
Reg. No.: 4326/2026